

JPA File No.: JPA 05-098  
A.G. Contract No.: KR05-1101TRN  
Section: SR 260, Woolford Road  
Project: Traffic Signal  
TRACS No.: HX121 01C  
Budget Source Item No.: 71207

TRAFFIC SIGNAL MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF SHOW LOW

**THIS AGREEMENT** is entered into this date March 29, 2006, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SHOW LOW, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The parties hereby agree to and acknowledge the following conditions: **a)** The estimated monetary amounts referenced in this Agreement are subject to possible substantial change before project completion; **b)** The parties shall perform their responsibilities consistent with this Agreement; and **c)** Any change or modification to the project will only occur with the mutual written consent of the parties.

4. The State and the City desire to participate in the design, construction and maintenance of a new warranted Traffic Signal located on State Route (SR) 260 at Junction Woolford Road, at an estimated amount of \$260,000.00, as well as identifying operation and maintenance responsibilities for all Traffic Signals within the City limits, herein after referred to as the "Project". The State will design, construct and maintain the Traffic Signals and be responsible for 50% of the actual cost of the Project, currently estimated at \$130,000.00. The City will be responsible for the electrical energy to operate the signals and for 50% of the actual cost of the Project, currently estimated at \$130,000.00. Traffic Signal locations are listed on Exhibits "A", attached hereto and made a part hereof. This Agreement will supercede all Traffic Signal Maintenance Agreements for the City of Show Low.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28104  
Filed with the Secretary of State  
Date Filed: 3-29-06  
James K. Shavers  
Secretary of State  
By: [Signature]

## **II. DEFINITIONS**

1. "Intersection" – means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this Agreement one of the two roads is part of the State Highway System, and the other crossroad is generally a City street or another State Highway.
2. "Crossroads" – means existing or new local streets or arterials, which cross the State Highway System.
3. "Locations" – means the signalized intersections of US Route (US), State Route (SR), Interstate eight (I-8) ramps, and Interstate Business Route (B-8) on the State Highway System with City streets, County roads, or another State Highway.
4. "Frontage Road" – means roadways generally parallel to the State Highway mainline, which provides access to severed property and/or collect and distribute traffic between local streets and highway interchanges.
5. "Street and Sign Lighting" – means luminaries, poles, support structures, wiring and other associated equipment used to illuminate cross streets, pedestrian facilities and signs.
6. "Traffic Signal" – means signal heads, pedestrian indications, controllers, vehicle detectors, cabinets, poles and support structures, wiring and other associated equipment used to automatically control traffic at an intersection.
7. "Transfer" – means that the responsibility for all maintenance, operation, and liability for these signals will shift from the State to the City.

## **III. SCOPE OF WORK**

1. The State shall:
  - a. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the City for concurrence.
  - b. Call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.
  - c. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.
  - d. Provide all maintenance and operation for the Traffic Signals, lighting, and associated electrical equipment at the intersection locations identified in "Exhibits "A" and Amendments thereto.
  - e. Upon execution of this Agreement, provide the City with an invoice and an itemized list in an amount currently estimated at \$130,000.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs of the Project.

2. The City shall:

a. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

b. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by a change in the Project's Scope of Work, such additional costs shall require prior approval of the parties. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City.

c. Upon execution of this Agreement and receipt of an invoice from the State, remit to the State the estimated amount of \$130,000.00. Once the Project cost have been finalized, and upon receipt of an invoice from the State, remit an amount equal to the excess of actual costs over estimated costs for the Project.

d. Upon completion, approval and acceptance of the Project and on behalf of the parties herein, provide electrical energy to operate the signals, all at the City's expense.

#### **IV. MISCELLANEOUS PROVISIONS**

1. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, or any other claims, but only to the extent that such claims which result in liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees or volunteers.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be modified by amendment to this document, upon mutual consent of both parties. This Agreement shall be reviewed and all reviews shall be completed, prior to automatic renewal, within 60 days prior to the end of the 5<sup>th</sup> year anniversary date.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled by either party in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The party's to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not obligated and available for the continuation of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the party's hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue – Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

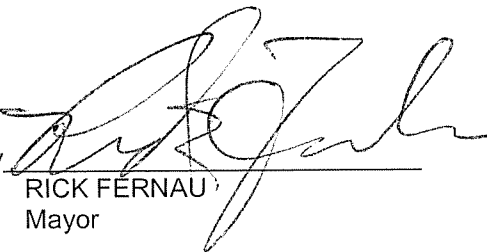
City of Show Low  
Attn: Michael D. Maag, City Manager  
200 West Cooley  
Show Low, Arizona 85901  
(928) 532-4000  
(928) 532-4009 Fax

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the party's are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

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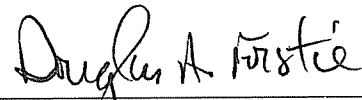
IN WITNESS WHEREOF, the party's have executed this Agreement the day and year first above written.

**CITY OF SHOW LOW**

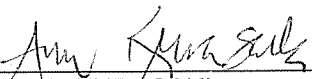
By   
\_\_\_\_\_  
RICK FERNAU  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
\_\_\_\_\_  
DOUGLAS A. FORSTIE, P.E.  
Deputy State Engineer, Operations

ATTEST:

By   
\_\_\_\_\_  
ANN KURASAKI  
City Clerk

G:05-098-Show Low-Traffic Signal Maint-19January2006-slc

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael D. Maag, City Manager

## **EXHIBIT A**

### **Signalized Intersections**

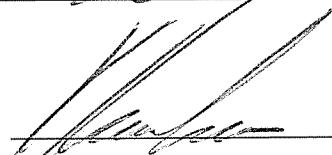
1. SR 260, Junction Show Low Lake Road/Cub Lake Road
2. SR 260, Junction Woolford Road
3. US 60, Junction SR 77
4. US 60, Junction Central Avenue
5. US 60, Junction Old Linden Road
6. US 60, West Junction SR 260 (Clark Road)
7. US 60, Junction McNeil Road
8. US 60, East Junction SR 260 (White Mountain Boulevard)
9. SR 260, Junction Scott Ranch Road
10. SR 260, Junction Park Pineway

ATTORNEY APPROVAL FORM FOR THE CITY OF SHOW LOW

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 22 day of FEB, 2006.

  
\_\_\_\_\_  
City Attorney

CITY OF SHOW LOW RESOLUTION NO. R2006-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SHOW LOW, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF A TRAFFIC SIGNAL AT WOOLFORD ROAD AND SR260

**RECITALS:**

**WHEREAS**, the State of Arizona, Department of Transportation, is empowered by A.R.S. §§ 28-401 and 11-951 through 11-954 to enter into this agreement with the City of Show Low; and

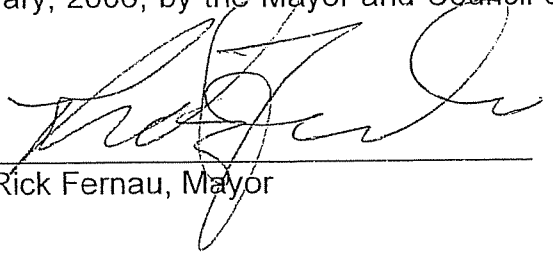
**WHEREAS**, the City of Show Low is empowered by A.R.S. §§ 9-240 and 11-951 through 11-954 to enter into this agreement with the State of Arizona; and

**WHEREAS**, the State and the City mutually desire to participate in the design, construction, and maintenance of a new warranted traffic signal at the intersection of Woolford Road and SR260 (South White Mountain Road).

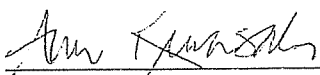
**ENACTMENT:**

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the City of Show Low, Arizona, hereby approve an Intergovernmental Agreement between the City of Show Low and the State of Arizona, Department of Transportation, for the design, construction, and maintenance of a new warranted traffic signal at the intersection of Woolford Road and SR260 (South White Mountain Road). Per the terms of the Intergovernmental Agreement, the City of Show Low is responsible for 50% of the actual cost of the project, estimated at \$130,000.00.

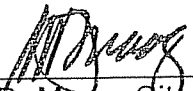
**PASSED AND ADOPTED** this 7th day of February, 2006, by the Mayor and Council of the City of Show Low, Arizona.

  
Rick Fernau, Mayor


ATTEST:

  
Ann Kurasaki, City Clerk

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael D. Maag, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
K. Kane Graves, City Attorney





Office of the Attorney General  
State of Arizona

Terry Goddard  
Attorney General

Civil Division  
transportation section  
Direct 602.542.8859

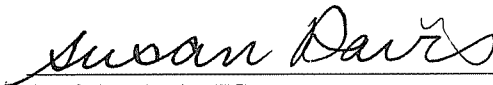
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR05-1101, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 14, 2006.

TERRY GODDARD  
Attorney General

  
SUSAN DAVIS  
Assistant Attorney General  
Transportation Section